

RECEIVED UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D.C. 20530

AUG 30 10 57 AM '71
AMENDMENT TO REGISTRATION STATEMENT
REGISTRATION SECTION
Pursuant to the Foreign Agents
Registration Act of 1938, as amended.

1. Name of Registrant SONTHEIMER AND COMPANY, INC. 4 West 58th Street New York, N. Y. 10019	2. Registration No. 1648
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To correct a deficiency in
- ☐ Initial Statement
- ☐ Supplemental Statement for _____
- ☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.
- ☐ Other purpose (specify) _____
- ☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list -

Contract between Registrant and the Jamaica Industrial Development Corporation dated May 13, 1971.

~~Contract between Registrant and the Jamaica Industrial Development Corporation dated May 13, 1971.~~

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

The purpose of this Amendment is to file a copy of the new Contract between the Registrant and the Jamaica Industrial Development Corporation. ~~and the Registrant and the Jamaica Industrial Development Corporation have entered into a new contract with the same foreign principal. Such contract is an extension and revision of the previous contract with the same foreign principal.~~ Such contract is an extension and revision of the previous contract with the same foreign principal.

The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this amendment and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief.

(Both copies of this amendment shall be signed and sworn to before a notary public or other person authorized to administer oaths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrant is an organization.)


MORTON SONTHEIMER


DOROTHY GELMAN


RICHARD HAZLETT

Subscribed and sworn to before me at New York, New York

this 24th day of August, 19 71

My commission expires _____
ANNE SCHOTTLE
Notary Public, State of New York
No. 31,352,8425
Qualified in New York County
Commission Expires March 30, 1973.


(Notary or other officer)

JAMAICA INDUSTRIAL DEVELOPMENT CORPORATION
KINGSTON - JAMAICA

Branch Offices:

NEW YORK, U.S.A.
LONDON, ENGLAND

Executive Offices:

P.O. BOX 505
KINGSTON, JAMAICA,
Cables: INDECORP KINGSTON

May 13, 1971

Sontheimer and Company, Inc
Four West 58 Street
New York, N.Y. 10019
U. S. A.

Dear Sirs:

I set out hereunder the terms of our Agreement as follows:

1. The Jamaica Industrial Development Corporation (hereinafter referred to as "JIDC") hereby appoints Sontheimer and Company, Inc (hereinafter called "Sontheimer") as its exclusive Public Relations Agent in North America for the purpose of providing Publicity and Public Relations service and Sontheimer agrees to act as such Agent under the terms and conditions hereinafter appearing.

2. This Agreement shall take effect on the first day of April, 1971, and shall continue until March 31, 1972, provided that this Agreement shall be terminable at any time at the instance of either party on the giving of three months' notice of termination provided further that if JIDC shall have cause to terminate this Agreement within twelve months of the date of this Agreement, JIDC will pay to Sontheimer the Jamaican Currency equivalent of US\$2,500.00 and no more over and above all amounts due from JIDC to Sontheimer under the Agreement. JIDC will simultaneously also pay to Sontheimer all monies as may be due to Sontheimer by reason of services rendered by Sontheimer in accordance with the terms of this contract and expenditures incurred by Sontheimer hereunder, prior to such termination and which services or expenditures are then unbilled or billed but unpaid.

Sontheimer and Company, Inc

May 13, 1971

3. A. Sontheimer's activities on behalf of the JIDC shall be directed largely to the United States, Canada and Jamaica, but Sontheimer shall provide press releases to be used for public relations activities in the United Kingdom.

B. In addition to its public relations services, Sontheimer shall provide all reasonable counsel and assistance to the JIDC in its other activities when requested by the latter.

C. Sontheimer's duties shall include liaison with editors and writers, the dissemination of news and information about the JIDC and Jamaica to public, press, radio and television and arranging for the publication of articles in newspapers, magazines and other communication media. It shall arrange or help to arrange press conferences, appearances on television and radio, receptions, seminars and speeches and also to write speeches for members and officers of the JIDC and associated persons who can advance the purposes of the JIDC.

4. Sontheimer agrees to employ in Jamaica, subject to approval of the person by JIDC, a Director of Public Relations to be devoted exclusively to JIDC's activities. This person shall be accommodated with office space by JIDC and will be subject to any general directives made by the Chief Executive of the JIDC. Sontheimer also agrees to devote to JIDC's activities three other members of his staff, one of whom will be Assistant to the Director of Public Relations in Jamaica, another of whom will be Director of JIDC's Public Relations in the United States of America and Canada, and the third a Secretary in the United States of America, plus executive direction and counseling of the President of Sontheimer plus assistance within reasonable limits of the full staff of Sontheimer.

5. The JIDC agrees to place at its expense at the disposal of Sontheimer or his representatives in Jamaica a full-time secretary and part-time photographer or, if either proves unsuitable, an additional amount (being the Jamaican Currency equivalent of US\$2,800.00) on an annual basis for hire of a secretary and an additional amount (being the Jamaican Currency equivalent of US\$1,736.00) on an annual basis for photography.

6. The JIDC also agrees to provide, maintain and bear the cost of:

- A. Suitable offices only for the Sontheimer representatives in Jamaica and the photographic laboratory, equipped and furnished at No. 4 Winchester Road, Saint Andrew.

Sontheimer and Company, Inc.

May 13, 1971

B. Necessary stationery, magazine and other necessary subscriptions and similar items of office use in Jamaica.

C. Telephone service for the above facilities in Jamaica.

7. Sontheimer shall be responsible for the payment of all salaries for its staff in North America and Jamaica as well as employees' fringe benefits (payroll taxes, workmen's compensation, disability insurance, medical insurance), legal and accounting costs and employer's taxes for its staff in North America and Jamaica.

Sontheimer shall also be responsible for overhead costs which should include: office rents, utilities and services for its staff in North America as well as office furnishings and equipment for same in North America.

8. In consideration of the services of Sontheimer, JIDC will pay to Sontheimer remuneration in the amount and in the manner set out in a Schedule attached to this letter and marked with the letter "A".

9. Sontheimer's compensation as set forth in paragraph 8 above, does not include certain items of expenditure which are set out in a Schedule attached to this letter and marked with the letter "B".

10. All notices to be made hereunder to JIDC shall be made to and in the name of The Jamaica Industrial Development Corporation, 4 Winchester Road, Kingston 10, Jamaica. Any notices required to be sent to the company hereunder shall be made to Sontheimer and Company, Inc., Four West 58 Street, New York, N. Y. 10019, U. S. A.

11. No waiver in any one or more instances by either of the parties of any breach by the other party of any terms or provisions contained in this Agreement shall be considered a waiver of any succeeding or preceding breach.

12. This Agreement shall in no way constitute any partnership or joint venture between the parties hereto.

13. This Agreement is complete and embraces the entire understanding between JIDC and Sontheimer, all prior agreements between the parties, oral or in writing, having been merged herein. This Agreement may not be changed or supplemented orally but only by a writing signed by both parties hereto.

Sontheimer and Company, Inc

May 13, 1971

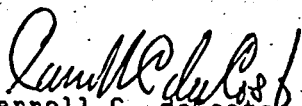
14. All disputes arising between JIDC and Sontheimer concerning the contents of the Agreement on the construction hereof or the rights, duties or liabilities of either of the parties or anything pertaining hereto shall be settled by reference to a single arbitrator in case they agree upon one, otherwise to two arbitrators, one to be appointed by each of the parties, and their Umpire in manner provided by the Arbitration Law, Chapter 19 of the Laws of Jamaica, Revised Edition, 1953.

15. This Agreement is to be construed in accordance with and is governed by Jamaican Law, and all questions relating to the rights, duties, obligations or liabilities of either of the parties are to be settled by reference to Jamaican Law, and the Jamaican Courts shall have jurisdiction in all matters arising directly or indirectly out of this Agreement.

16. It is agreed that it is a condition precedent to legal obligations being created by this Agreement that this Agreement receives the prior approval of the Exchange Control Authority under the Exchange Control Law of Jamaica.

I shall be grateful if you will confirm your acceptance of the terms of this Agreement as set out in this letter by signing and returning the duplicate copy thereof which is attached for this purpose.

Yours very truly,


Carroll C. de Costa
Executive Director.

SCHEDULE A

Sontheimer's remuneration shall be as follows:

For the period from 1st April, 1971 until 31st March, 1972, the Jamaican Currency equivalent of US\$91,000.00 payable as follows:-

On 1st April, 1971, the Jamaican Currency equivalent of US\$7,583.33 and thereafter on the first day of every month up to and including the first day of March, 1972, the Jamaican Currency equivalent of US\$7,583.33.

It is understood that the amounts provided for herein were originally computed in United States dollars and that any variation in the present exchange rate will be adjusted to bring the amounts to the equivalent in U.S. dollars.

In the event JIDC is prevented from making any such payments in Jamaican Currency by reason of any governmental law, rule or regulation, or for any other reason, such payments shall be made in U.S. dollars.

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SCHEDULE B

Travel and transportation costs for employees travelling on behalf of JIDC, printing, advertising, photography and photographic prints and laboratory work in the United States, magazine subscriptions and reference books, press clippings, long distance telephone calls, cable, messenger and freight charges, mass mailings and necessary entertainment incurred on behalf of JIDC. Such expenses will be billed at cost and promptly reimbursed by JIDC upon presentation of satisfactory original bills and vouchers or other reasonable evidence of such expenditures, provided, however, that Sontheimer will have regard to budgetary consideration and that the total amount expended in any one year on these items aforesaid will not exceed the Jamaican Currency equivalent of US\$11,480.00, without written approval by any duly authorised official of JIDC.

If requested by JIDC, Sontheimer shall order advertising, printing or other expenditures not provided for in Schedules "A" or "B" but same shall be chargeable to JIDC in addition to the provisions of Schedules "A" or "B".

It is understood that the amounts provided for herein were originally computed in United States dollars and that any variation in the present exchange rate will be adjusted to bring the amounts to the equivalent in U.S. dollars.

In the event JIDC is prevented from making any such payments in Jamaican Currency by reason of any governmental law, rule or regulation, or for any other reason, such payments shall be made in U.S. dollars.